

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM331235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dent Wizard International Corporation		02/05/2015	CORPORATION: DELAWARE
Dent Wizard Acquisition Corporation		02/05/2015	CORPORATION: DELAWARE
Dent Wizard International Corporation (Southwest)		02/05/2015	CORPORATION: DELAWARE
Dent Wizard International Corporation (West)		02/05/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc.
Street Address:	500 Boylston Street, STE 1200
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	INC. ASSOCIATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1712244	DENT WIZARD
Registration Number:	2549092	CHIP WIZARD
Registration Number:	2816217	PDR FOR PROFIT
Registration Number:	3158072	CALL THE WIZARD
Registration Number:	3054661	WIZARD REPAIRS
Registration Number:	3348465	DING SHIELD
Registration Number:	3596325	FRONTLINE FAST
Registration Number:	3644240	A ASSURANCE VEHICLE APPEARANCE PROTECTIO
Registration Number:	3640855	FRONTLINE FAST
Registration Number:	3961152	DING SHIELD
Registration Number:	1657006	DENT WIZARD
Registration Number:	4157464	SOLUTIONS TO AUTOMOTIVE RECONDITIONING
Serial Number:	86301306	DING GUARD
Serial Number:	86386322	WIZARDPRO TRACKER

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ssexton@kslaw.com**Correspondent Name:** King & Spalding**Address Line 1:** 1180 Peachtree Street NE**Address Line 4:** Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.015006
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	02/05/2015

Total Attachments: 16

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PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this “Agreement”) is made and entered into this 5th day of February, 2015, by DENT WIZARD INTERNATIONAL CORPORATION, a Delaware corporation (the “Domestic Borrower”), and DENT WIZARD ACQUISITION CORPORATION, a Delaware corporation, DENT WIZARD INTERNATIONAL CORPORATION (SOUTHWEST), a Delaware corporation and DENT WIZARD INTERNATIONAL CORPORATION (WEST), a Delaware corporation (collectively with the Domestic Borrower, the “Debtors” and each individually, a “Debtor”), in favor of NEWSTAR FINANCIAL, INC., a Delaware corporation, as agent (in such capacity, the “Agent”) for the ratable benefit of any entity which now or at any time hereafter shall execute the Loan Agreement (as hereinafter defined) as a “Lender” together with their respective affiliates (collectively, the “Lenders”) and the Swing Line Lender and for the L/C Issuer (each as defined in the Loan Agreement).

WITNESSETH:

WHEREAS, Debtors are jointly obligated to the Lenders, the Swing Line Lender, the L/C Issuer and Agent pursuant to that certain Loan Agreement dated of even date herewith made by and among Borrowers, the Agent, the Lenders, the Swing Line Lender and the L/C Issuer (as the same may be amended, modified, extended or renewed, the “Loan Agreement”; capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the Agent, the Lenders, the Swing Line Lender and the L/C Issuer entering into the Loan Agreement, the Agent, the Lenders, the Swing Line Lender and the L/C Issuer have required that Debtors execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer as additional collateral security for all of Borrowers’ Obligations under the Loan Agreement and the other Transaction Documents; and

WHEREAS, in order to induce the Agent, the Lenders, the Swing Line Lender and the L/C Issuer to make loans to the Borrowers, to issue letters of credit for the account of the Borrowers or to make other financial accommodations for the benefit of the Borrowers pursuant to the terms of the Loan Agreement, Debtors have agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer;

WHEREAS, this Agreement is being executed in connection with and in addition to the Domestic Security Agreement under which Debtors have granted to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill, patents and trademarks now owned or hereafter acquired by Debtors and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, each Debtor hereby grants to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer a security interest in and lien on, all of such Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) any and all patents and patent applications, and the inventions and improvements described and claimed therein of such Debtor, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) any and all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications, brand names, and domain names of such Debtor, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) any and all license(s) of such Debtor listed on Schedule E and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between such Debtor and any other party, whether such Debtor is licensor or licensee (all of the foregoing license agreements and such Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of such Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the present and future Borrowers' Obligations (herein referred to "Secured Obligations").

Notwithstanding the foregoing, this Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of security interest (i) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any license of intellectual property, except to the extent that such requirement of law or provisions of any such license is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the New York Uniform Commercial Code to prevent the attachment of the security interest granted hereunder, (ii) is in any federal trademark applications filed on the basis of a Debtor's intent-to-use such mark, in each case, unless and until evidence of the use of such trademark in interstate commerce is submitted to the U.S. Patent and Trademark Office (the "PTO"), but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application, *provided, that* to the extent such application is excluded hereunder, upon the submission of evidence of use of such trademark to the PTO, such trademark application shall automatically be included in the Collateral, without further action on any party's part, or (iii) is in proceeds and products of any and all of the assets described in clauses (i) and (ii) above only to the extent that such proceeds and products would constitute property or assets of the type described in clauses (i) and (ii) above (all of the foregoing property described in clauses (i), (ii) and (iii) hereinafter referred to as the "Excluded IP").

2. Representations, Warranties and Covenants of Debtor. Each Debtor hereby represents and warrants to the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer, and covenants and agrees with the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed in the Loan Agreement);

(b) to the best of such Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) except as specifically disclosed in the Loan Agreement (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) except as specifically disclosed in the Loan Agreement, such Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all Liens including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by such Debtor not to sue third persons, excluding only the Lien granted to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer;

(e) such Debtor has the unqualified right to enter into this Agreement and perform its terms;

(f) such Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) such Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement other than licensing the Patents, Trademarks and Licenses in the ordinary course of business; and

(h) except as specifically disclosed in the Loan Agreement, such Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

3. Inspection Rights; Product Quality. Each Debtor will permit inspection of such Debtor's facilities, to the extent provided in Section 5.01(b) of the Loan Agreement. Each Debtor agrees to (i) maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's reasonable request from time to time, with a certificate of any officer of such Debtor certifying such Debtor's compliance with the foregoing.

4. Further Assurances. Each Debtor agrees that, until (i) all of the Secured Obligations (other than contingent indemnification obligations to which no claim has been asserted) shall have been paid in full, (ii) Agent, the Lenders, the Swing Line Lender and the L/C Issuer have no further commitments or obligations to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of any of the Borrowers under the Loan Agreement, any other Transaction Document or otherwise, (iii) no Letters of Credit shall be outstanding and (iv) the Loan Agreement has expired or been terminated in accordance with its terms, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with such Debtor's obligations under this Agreement or the Loan Agreement, without the prior written consent of the Required Lenders, and each Debtor agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement, provided that the foregoing shall not prohibit the granting of a license so long as such license shall not affect the validity of the rights transferred to the Agent hereunder. Each Debtor further agrees that at any time and from time to time, at the expense of such Debtor, such Debtor will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same, except with respect to Excluded IP.

5. Additional Patents, Trademarks and Licenses. If any Debtor shall (i) become aware of any existing Patents, Trademarks or Licenses of which such Debtor has not previously

informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and such Debtor shall give the Agent prompt written notice thereof.

6. Modification by Agent. Each Debtor authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of such Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. Each Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by such Debtor, for such Debtor's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing and any Debtor has received notice from the Agent of the same, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to such Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of such Debtor associated therewith) or Licenses, or any interest which such Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations ratably among the Lenders, the Swing Line Lender and the L/C Issuer in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to the applicable Debtor at least ten (10) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of the Debtors, which right is hereby waived and released. Each Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent, any of the Lenders, the Swing Line Lender and/or the L/C Issuer of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from the Agent, any of the Lenders, the Swing Line Lender or the L/C Issuer to such Debtor, and Agent may terminate such Debtor's right to use the Patents and Trademarks and to exercise its rights under the Licenses. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself, the Lenders, the Swing Line Lender and the L/C Issuer, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent

shall commence any such suit, Debtors shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement and the Debtors shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Borrowers shall pay all of the Secured Obligations (other than contingent indemnification obligations to which no claim has been asserted) in full, (ii) Agent, the Lenders, the Swing Line Lender and the L/C Issuer shall have no further commitments or obligations to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of any of the Borrowers under the Loan Agreement, any other Transaction Document or otherwise, (iii) no Letters of Credit are outstanding and (iv) the Loan Agreement shall have expired or have been terminated in accordance with its terms, this Agreement shall terminate and the Agent shall execute and deliver to Debtors all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtors on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2.00%) over and above the Adjusted Base Rate (which interest rate shall fluctuate as and when the Adjusted Base Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtors.

11. Preservation of Patents, Trademarks and Licenses. Debtors shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as determined by the Borrowers to be commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtors' obligations under this Section 11 shall be borne by Debtors.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing and any Debtor has received notice from the Agent of the same, such Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as such Debtor's true and lawful attorney-in-fact, with the power to endorse such Debtor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or

to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtors and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtors and the Agent and consented to by the Required Lenders, except as provided in Paragraph 6 above.

16. Notices. Except as otherwise specified in this Agreement, any notice, request, demand, consent or other communication under this Agreement shall be in writing and delivered in person or sent by electronic mail, facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, if to any Debtor to the address or facsimile number of such Debtor listed on the signature page(s) of this Agreement, or if to Agent at NewStar Financial, Inc., 500 Boylston Street, STE. 1200, Boston, MA 02116, Attention: Brian Forde, Email address: bforde@newstarfin.com and AgencyServices@newstarfin.com, or at such other address, email address or facsimile number as either party may from time to time designate as its address, email address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person, or sent if by electronic mail (without receipt of a notification of failed transmission) or sent if by facsimile (with answerback confirmation received), on the first (1st) Business Day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) Business Day after the day on which mailed, if sent by registered or certified mail.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtors may not assign or delegate any of its rights of obligations under this Agreement.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of New York (without reference to conflict of law principles).

19. Consent to Jurisdiction; Waiver of Jury Trial. EACH DEBTOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT SITTING IN THE COUNTY OF NEW YORK, NEW YORK AND/OR ANY UNITED STATES OF AMERICA COURT SITTING IN THE SOUTHERN DISTRICT OF NEW YORK, AS AGENT MAY ELECT, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, (B) AGREES THAT ALL CLAIMS IN RESPECT TO SUCH SUIT, ACTION OR PROCEEDING MAY BE HELD AND DETERMINED IN ANY OF SUCH COURTS, (C) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH SUCH DEBTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, (D) WAIVES ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND (E) WAIVES ALL RIGHTS OF ANY OTHER JURISDICTION WHICH SUCH DEBTOR MAY NOW OR HEREAFTER HAVE BY REASON OF ITS PRESENT OR SUBSEQUENT DOMICILES. EACH DEBTOR AUTHORIZES THE SERVICE OF PROCESS UPON SUCH DEBTOR BY REGISTERED MAIL SENT TO SUCH DEBTOR AT ITS ADDRESS REFERENCED IN SECTION 16. **EACH DEBTOR AND THE AGENT IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION IN WHICH SUCH DEBTOR AND THE AGENT ARE PARTIES RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**

The remainder of the page is intentionally blank—Signature page follows.

IN WITNESS WHEREOF, Debtors and the Agent have executed this Patent, Trademark and License Security Agreement as of the date hereof.

DENT WIZARD INTERNATIONAL
CORPORATION, as Debtor

By: Mark J. Wagner
Name: Mark J. Wagner
Title: CFO

DENT WIZARD ACQUISITION CORPORATION, as
Debtor

By: [Signature]
Name: Fraser Preston
Title: Secretary

DENT WIZARD INTERNATIONAL
CORPORATION (SOUTHWEST), as Debtor

By: Mark J. Wagner
Name: Mark J. Wagner
Title: CFO

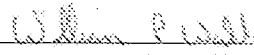
DENT WIZARD INTERNATIONAL
CORPORATION (WEST), as Debtor

By: Mark J. Wagner
Name: Mark J. Wagner
Title: CFO

Address and Facsimile Number of Chief Executive
Office of each Debtor:

4710 Earth City Expressway
Bridgeton, Missouri 63044-3831
Attention: Mark Wagner
Facsimile No.: (314) 592-1933
Email: Mark.Wagner@DentWizard.com

NEWSTAR FINANCIAL, INC., as Agent

By: 
Name: William P. Walsh
Title: Director
Portfolio Management

SCHEDULE A

United States Patents

None.

SCHEDULE B

United States Patent Applications

None.

SCHEDULE C

Trademarks

<u>Credit Party</u>	<u>Trademarks</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Dent Wizard Acquisition Corporation	N/A	N/A	N/A	N/A
Dent Wizard International Corporation	Dent Wizard and Design	1,712,244	09/1/1992	USA
	Chip Wizard	2,549,092	03/19/2002	USA
	PDR for Profit (1)	2,816,217	02/24/2004	USA
	Call the Wizard (2)	3,158,072	10/17/2006	USA
	Wizard Repairs (3)	3,054,661	01/31/2006	USA
	Ding Shield	3,348,465	12/04/2007	USA
	Frontline Fast	3,596,325	03/24/2009	USA
	Assurance Vehicle Protection and Design	3,644,240	06/23/2009	USA
	Frontline Fast and Design	3,640,855	06/16/2009	USA
	Ding Shield and Design	3,961,152	05/17/2011	USA
	Dent Wizard	1,657,006	09/10/1991	USA
	Dent Wizard	TMA402037	08/28/1992	Canada
	Dent Wizard	001177526	09/23/2001	European Union
The Dent Wizard (Canada) Ltd.	N/A	N/A	N/A	N/A
Dent Wizard International Corporation (West)	N/A	N/A	N/A	N/A
Dent Wizard International Corporation (Southwest)	Solutions to Automotive Reconditioning	4157464	06/12/12	USA

Domain Names

mydentwizard.com (Registrant: Manheim Services Corporation; Atlanta, GA)

dentwizard.com (Registrant: Manheim Services Corporation; Atlanta, GA)

dentwiz.com (Registrant: Manheim Services Corporation; Atlanta, GA)

dentwizard.ca (Registrant: Manheim Services Corporation; Atlanta, GA)

SCHEDULE D

Trademark Applications

<u>Debtor</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Jurisdiction</u>
Dent Wizard International Corporation	Ding Guard	86/301,306	6/5/14	United States
Dent Wizard International Corporation	Wizardpro Tracker	86/386,322	9/5/14	United States
Dent Wizard International Corporation	Ding Shield	1646275	10/3/13	Canada
Dent Wizard International Corporation	Ding Shield & Design	1646276	10/3/13	Canada

SCHEDULE E

Licenses

None.